

CONTRACT

WJW
5800 S. Marginal Rd
Cleveland, OH 44103
(216)431-8888

www.Fox8.com

And:

Midwest Communications
49 South Grant Avenue
Columbus, OH 43215

| | | |
|----------------------------------------------|-------------------------------------------|--------------------------------------------------------|
| <u>Contract / Revision</u> 576766 / | | <u>Alt Order #</u> |
| <u>Product</u> Early Voting | | |
| <u>Contract Dates</u> 09/24/12 - 10/14/12 | | <u>Estimate #</u> |
| <u>Advertiser</u> Ohio Supreme Court/R | | <u>Original Date / Revision</u> 09/21/12 / 09/21/12 |
| <u>Billing Cycle</u> EOM/EOC | <u>Billing Calendar</u> Broadcast | <u>Cash/Trade</u> Cash |
| <u>Station</u> WJW | <u>Account Executive</u> John Zarlenga | <u>Sales Office</u> Cleveland |
| <u>Special Handling</u> | | |
| <u>Demographic</u> Adults 25-54 | | |
| <u>IDB#</u> | <u>Advertiser Code</u> | <u>Product Code</u> |
| <u>Agency Ref</u> | | <u>Advertiser Ref</u> |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Type | Spots | Amount |
|---------------|----|-------------------|-----------------|------------------------|------------------|------|--------|-------------------|-------------|------|-----------|--------------------|
| N 1 | 8 | 09/24/12 | 10/14/12 | M-F 5a-530a | 5a-530a | | :30 | | | NM | 15 | \$9,000.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 09/24/12 | 09/30/12 | MTWTF-- | | | | 5 | \$600.00 | | | |
| | | Week: 10/01/12 | 10/07/12 | MTWTF-- | | | | 5 | \$600.00 | | | |
| | | Week: 10/08/12 | 10/14/12 | MTWTF-- | | | | 5 | \$600.00 | | | |
| N 2 | 8 | 09/24/12 | 10/14/12 | M-F 12p-1p Noon News | 12p-1p Noon News | | :30 | | | NM | 15 | \$6,000.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 09/24/12 | 09/30/12 | MTWTF-- | | | | 5 | \$400.00 | | | |
| | | Week: 10/01/12 | 10/07/12 | MTWTF-- | | | | 5 | \$400.00 | | | |
| | | Week: 10/08/12 | 10/14/12 | MTWTF-- | | | | 5 | \$400.00 | | | |
| N 3 | 8 | 09/24/12 | 10/14/12 | M-F 10a-3p Rotator | 10a-3p Rotator | | :30 | | | NM | 30 | \$6,000.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 09/24/12 | 09/30/12 | MTWTF-- | | | | 10 | \$200.00 | | | |
| | | Week: 10/01/12 | 10/07/12 | MTWTF-- | | | | 10 | \$200.00 | | | |
| | | Week: 10/08/12 | 10/14/12 | MTWTF-- | | | | 10 | \$200.00 | | | |
| N 4 | 8 | 09/24/12 | 10/14/12 | M-F 6p-7p News | 6p-7p News | | :30 | | | NM | 15 | \$27,000.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 09/24/12 | 09/30/12 | MTWTF-- | | | | 5 | \$1,800.00 | | | |
| | | Week: 10/01/12 | 10/07/12 | MTWTF-- | | | | 5 | \$1,800.00 | | | |
| | | Week: 10/08/12 | 10/14/12 | MTWTF-- | | | | 5 | \$1,800.00 | | | |
| N 5 | 8 | 09/24/12 | 10/14/12 | M-F 1130p-12a | 1130p-12a | | :30 | | | NM | 15 | \$9,750.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 09/24/12 | 09/30/12 | MTWTF-- | | | | 5 | \$650.00 | | | |
| | | Week: 10/01/12 | 10/07/12 | MTWTF-- | | | | 5 | \$650.00 | | | |
| | | Week: 10/08/12 | 10/14/12 | MTWTF-- | | | | 5 | \$650.00 | | | |
| N 6 | 8 | 09/24/12 | 10/14/12 | Fox 8 Early News 7a-8a | Sa 7a-8a | | :30 | | | NM | 3 | \$600.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 09/24/12 | 09/30/12 | -----S- | | | | 1 | \$200.00 | | | |
| | | Week: 10/01/12 | 10/07/12 | -----S- | | | | 1 | \$200.00 | | | |
| | | Week: 10/08/12 | 10/14/12 | -----S- | | | | 1 | \$200.00 | | | |
| Totals | | | | | | | | | | | 93 | \$58,350.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified. LocalTV does not accept advertising contracts that impermissibly discriminate on the basis of race or ethnicity.



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5800 S. Marginal Rd
Cleveland, OH 44103
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|----------------------------------------------|--------------------------------|--------------------------------------------------------|
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| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | <u>Totals</u> Amount |
|-------|----|------------|----------|-------------|----------------|------|--------|----------------|------|------|-------|-------------------------|
|-------|----|------------|----------|-------------|----------------|------|--------|----------------|------|------|-------|-------------------------|

| Time Period | # of Spots | Gross Amount | Net Amount |
|--------------------|------------|--------------------|--------------------|
| 08/27/12 -09/30/12 | 31 | \$19,450.00 | \$16,532.50 |
| 10/01/12 -10/13/12 | 62 | \$38,900.00 | \$33,065.00 |
| Totals | 93 | \$58,350.00 | \$49,597.50 |

Signature: _____ **Date:** _____

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AGREEMENT FORM FOR POLITICAL BROADCASTS

STATION and LOCATION _____ Date September 18, 2012 _____

I, Midwest Communications & Media (being)
(on behalf of) Terence O'Donnell,

a legally qualified candidate of the Republican political party for the office of _____

Ohio Supreme Court

in the General election to be held on 11/6/2012, do hereby request station time as follows:

| Length of Broadcast | Time of Day, Rotation or Package | Days | Class of Time | Times per Week | Number of Weeks | Rate |
|---------------------|----------------------------------|------|---------------|----------------|-----------------|------|
|---------------------|----------------------------------|------|---------------|----------------|-----------------|------|

| | |
|-------------------------|------------------------|
| Date of First Broadcast | Date of Last Broadcast |
|-------------------------|------------------------|

Total Charges: _____

The broadcast time will be used by Terence O'Donnell.

I represent that the payment for the above-described broadcast time has been furnished by

Re-elect Justice O'Donnell

and you are authorized to announce the time as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is () a corporation; (X) a committee; () an association; or () other unincorporated group. The names and offices of the chief executive officers of the entity are:

211 South Fifth Street

Columbus, OH 43215

Kay Ayers, Chair

I agree to indemnify and hold harmless the station from any damages or liability, including reasonable attorneys' fees, that may ensue from the performance of the above-stated broadcasts. For the above-stated broadcasts I also agree to prepare a script or transcription, which will be delivered to the station at least _____ before the time of the scheduled broadcast(s). *(Note: the two preceding sentences are not applicable if the candidate personally appears during the broadcast.)* The station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices. *(Note: The preceding sentence may be deleted.)* The purchase of the time described herein is controlled, approved or authorized by the candidate or his/her authorized committee. *(Note: the preceding sentence applies only to candidates for non-federal office.)*

Date: _____
(Candidate, or Agent)

☐ Accepted ☐ Rejected By _____ Title _____

This request, whether accepted or rejected, will be available for public inspection for a period of two years.

AGREEMENT FORM FOR POLITICAL BROADCASTS

STATION and LOCATION _____ Date September 18, 2012 _____

(being)
I, Midwest Communications & Media (on behalf of) Robert Cupp,

a legally qualified candidate of the Republican political party for the office of _____

Ohio Supreme Court

in the General election to be held on 11/6/2012, do hereby request station time as follows:

| Length of Broadcast | Time of Day, Rotation or Package | Days | Class of Time | Times per Week | Number of Weeks | Rate |
|---------------------|----------------------------------|------|---------------|----------------|-----------------|------|
|---------------------|----------------------------------|------|---------------|----------------|-----------------|------|

| | |
|-------------------------|------------------------|
| Date of First Broadcast | Date of Last Broadcast |
|-------------------------|------------------------|

Total Charges: _____

The broadcast time will be used by Robert Cupp.
I represent that the payment for the above-described broadcast time has been furnished by

Cupp for Supreme Court

and you are authorized to announce the time as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is () a corporation; (X) a committee; () an association; or () other unincorporated group. The names and offices of the chief executive officers of the entity are:

260 North Cassady Avenue

Columbus, OH 43209

Suzanne Marshall, Treasurer

I agree to indemnify and hold harmless the station from any damages or liability, including reasonable attorneys' fees, that may ensue from the performance of the above-stated broadcasts. For the above-stated broadcasts I also agree to prepare a script or transcription, which will be delivered to the station at least _____ before the time of the scheduled broadcast(s). *(Note: the two preceding sentences are not applicable if the candidate personally appears during the broadcast.)* The station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices. *(Note: The preceding sentence may be deleted.)* The purchase of the time described herein is controlled, approved or authorized by the candidate or his/her authorized committee. *(Note: the preceding sentence applies only to candidates for non-federal office.)*

Date: _____
(Candidate, or Agent)

☐ Accepted ☐ Rejected By _____ Title _____

This request, whether accepted or rejected, will be available for public inspection for a period of two years.

MIDWEST COMMUNICATIONS & MEDIA

MEDIA ACCOUNT
7720 BENSON ROAD
CARROLL, OHIO 43112
(614) 837-9000 • FAX (614) 837-9003

25-2-440

10349

| DATE | INVOICE | AMOUNT |
|------|---------|-----------|
| 9/24 | 10/1 | 16,534.50 |
| | | |
| | | |
| | | |

PAY *Sixteen Thousand Five Hundred Thirty-Two and 150/100* DOLLARS

| | | | |
|-----------------|---------------------------|--------------------|-------------------------|
| DATE 9/19/12 | TO THE ORDER OF WJW-TV | CHECK NO. 10349 | CHECK AMT. 16,534.52 |
|-----------------|---------------------------|--------------------|-------------------------|



Kate Hansen

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4067445 #